



ALAMEDA COUNTY  
CONGESTION MANAGEMENT AGENCY

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August 15, 2005

**REQUEST FOR PROPOSALS**  
**PRELIMINARY ENGINEERING & ENVIRONMENTAL SERVICES**  
**FOR THE**  
**I-580/I-680 INTERCHANGE MODIFICATIONS**  
**IN**  
**ALAMEDA COUNTY**

Dear Consultant:

The Alameda County Congestion Management Agency (ACCMA) is currently seeking to retain a qualified consultant firm to provide preliminary engineering and environmental PSR support services for the I-580/I-680 Interchange Modification project.

The Request for Proposals (RFP), available on the ACCMA website, describes the project, summarizes its current status, presents the requirements of the proposal, and outlines the criteria that will be used to evaluate the proposals. **A pre-proposal meeting will be held on Tuesday, August 23, 2005 at 1:00 pm in the ACCMA offices located at 1333 Broadway, Suite 220, Oakland, CA 94612.**

To be considered, ten (10) copies of the proposal must be received at the ACCMA offices **no later than 3:00 p.m. on Tuesday, September 13, 2005.** Faxed or e-mailed proposals will not be accepted. Interviews, if necessary, are tentatively scheduled for the week of October 10-14, 2005.

We look forward to receiving a proposal from your firm. If you have any questions regarding this project, please call me at (510) 836-2560.

Sincerely,

*Original signed by*

Stefan Garcia, P.E.  
Project Manager

**REQUEST FOR PROPOSALS**  
**For**  
**Preliminary Engineering and Environmental**  
**Services for**  
**Interstate 580/680 Interchange Modifications**  
**in Alameda County**

**RFP A05-013**

*Issued by:*

Alameda County Congestion Management Agency

August 15, 2005

**RESPONSES DUE:**

**3:00 PM, September 13, 2005**

Alameda County Congestion Management Agency  
1333 Broadway, Suite 220  
Oakland, CA 94612

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**REQUEST FOR PROPOSALS**  
**for**  
**Preliminary Engineering and Environmental Services for**  
**Interstate 580/680 Interchange Modifications**  
**in Alameda County**

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**1.0 INTRODUCTION**

The Alameda County Congestion Management Agency (ACCMA) is responsible for planning, programming, and coordinating Federal, State, and Regional funds for transportation projects within Alameda County. In recent years, ACCMA has partnered with other state and local agencies and taken on additional responsibilities in the delivery of priority projects on and off the State Highway System. As part of this effort, ACCMA will be implementing the Interstate 580 Corridor Improvement Program in Alameda County, including necessary modifications to the I-580/I-680 Interchange.

**2.0 SERVICES TO BE PROVIDED / SCOPE OF WORK**

The ACCMA intends to retain a qualified professional engineering firm/team to provide preliminary engineering and environmental services for the Interstate 580/680 Interchange Modifications project study report. The scope of work includes, but may not be limited to, preliminary engineering and environmental services as necessary to assist the ACCMA and the California Department of Transportation (Caltrans) in the preparation of a Project Study Report (PSR) for the proposed improvements. The successful firm shall demonstrate competency in all fields of expertise required by this project and continuous availability of the qualified personnel proposed to perform the services required.

The project is on an accelerated schedule, as shown in Section 3.4, and it is imperative that all studies, reports and other deliverables are completed within scheduled timelines. Therefore, the successful proposal shall commit adequate resources to dedicate to this project including a Schedule and Implementation Plan necessary to meet the timeline.

All project services and deliverables must adhere to current Caltrans requirements for project development of improvements on a facility included on the Interstate system. These requirements include adherence to design standards, regulations, policies and procedures for all work within State right of way at the time of project advertisement. Compliance with current Federal Highway Administration requirements is also necessary for all work within State right of way. Any work beyond the limits of the State right of way must adhere to current standards for the appropriate local agency, e.g. BART, Alameda County, the Cities of Pleasanton or Dublin. All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agency.

For all work products, the Consultant shall perform all work necessary to define the project, produce all necessary documents required to obtain approval of the PSR and prepare cost estimates – all acceptable to the Cities of Dublin and Pleasanton, County of Alameda, BART, Caltrans, FHWA, and the ACCMA. In addition, the Consultant shall be responsible for the preparation, submittal and approval of all accompanying documents (i.e. mapping, permits, agreements, reports, etc.).

For the Consultant's work effort, the Consultant shall be familiar with and responsible for providing and performing the tasks and activities listed below. The Consultant should add additional tasks as necessary. Typical tasks include but are not limited to the following:

#### Task 1 – Project Management

- Project Management
- Project Administration
- Project Quality Assurance/Quality Control Program (further defined below)
- Agency Coordination
- Project Progress Meetings and Reporting (further defined below)

#### Task 2 – Conceptual Engineering

- Obtain necessary encroachment permits / rights of entry for the required studies.
- Research and collect data.
- Prepare mapping appropriate for design with approval of Caltrans Mapping Checklists A, B and C and all associated surveying.
- Define the project in plan, profile and typical sections including permanent and temporary right of way needs, and discuss phasing the project, if necessary.
- Develop a preliminary Traffic Management Plan (TMP).
- Prepare Preliminary Geotechnical Information Letter Report.
- Perform utility investigations.
- Develop preliminary construction and right of way cost estimates for the entire project and project phases as necessary.
- Prepare Mandatory and Advisory Design Exception Fact Sheets as necessary.
- Develop and screen potential alternatives.
- Prepare Advance Planning Studies and structure cost estimates for alternatives.
- Prepare traffic operational analysis for current movements and proposed movements over the planning horizon for the project.
- Coordination with BART Operations and Engineering staff.

#### Task 3 – Environmental Screening

- Prepare a Preliminary Environmental Assessment Report (PEAR), including Phase 1 / Initial Site Assessment.
- Perform Phase 1 Environmental Technical Studies potentially including Biological, Cultural Resources, Traffic Operations, Initial Site Assessment, Flood Plain Study, Visual, Noise, Air Quality and other studies as necessary. Studies should address the

entire project and any phases as discussed above.

#### Task 4 – Prepare Draft and Final Caltrans PSR for Caltrans Review and Approval

- Prepare draft and Final Traffic Operations Report for the entire project and project phases as necessary.
- Perform Right of Way Data sheet and prepare checklist for specially funded projects.
- Prepare appropriate Land Net Data.
- Prepare preliminary plans, profiles and typical sections for the alternatives under consideration and project phases as necessary.
- Prepare Construction and Right of Way Cost Estimates for the alternatives under consideration and project phases as necessary.
- Prepare and process for approval any and all Caltrans Exceptions to Advisory, Mandatory and Ramp Metering Design Standards.
- Prepare exhibits for draft and final PSR.

The following Caltrans WBS 150 activities should be considered in the proposal, and addressed with complete detail (further information on WBS can be found at [www.dot.ca.gov](http://www.dot.ca.gov) or <http://highway-to-automation.org/manuals.htm>):

#### **150.05 Define Transportation Problem and Assess Site**

This activity includes three major tasks:

- Compiling and reviewing existing background information that may impact the alternatives or the scope of the alternatives under consideration.
- Developing project constraints and information required to determine the extent of the existing problem and future needs. This should include any necessary discussions with internal and external stakeholders.
- Analyzing the existing problem and future requirement to determine the project's need and purpose.

##### **End Product:**

- Purpose and Need Statement.
- Adequate information should exist to begin developing alternatives.

<b>150.05.05</b>	<b>Obtain and Review Existing Reports, Studies, and Mapping</b>
<b>150.05.10</b>	<b>Perform Geological Hazards Review</b>
<b>150.05.15</b>	<b>Perform Utility Search</b>
<b>150.05.20</b>	<b>Identify Environmental Constraints</b>
<b>150.05.25</b>	<b>Prepare Traffic Forecasts/Modeling</b>
<b>150.05.30</b>	<b>Perform Surveys and Mapping for PID</b>
<b>150.05.35</b>	<b>Define Problem</b>

#### **150.10 Develop Initial Alternatives**

This activity includes identifying all potential alternatives and reaching consensus with internal/external stakeholders on the alternatives that will be addressed in the PID. This activity includes establishing the study limits of the various alternatives to be analyzed in the PID.

**End product:**

General scope and study limits of the alternatives determined to be carried forward for further study. These alternatives are now ready for further analysis to determine project features, cost, and cost effectiveness.

**150.10.05****Obtain Public / Local Agency Input****150.10.10****Perform Value Analysis****150.10.15****Develop Concept Geometrics****150.15 Analyze Alternatives**

This activity is required to develop the necessary scope and cost of each alternatives to be presented in the PID. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. Also included in this activity are tasks required to assess the adequacy of the alternatives to meet the project's need and purposes.

**End product:**

In conjunction with 150.20 (Perform Preliminary Environmental Analysis) completion of this activity should establish project scope, cost, and feasibility for presentation in the PID and programming.

**150.15.05****Prepare R/W Data Sheets****150.15.10****Assess Utility Relocation Requirements****150.15.15****Determine Railroad Involvement****150.15.20****Prepare Preliminary Geotechnical Report****150.15.25****Prepare Preliminary Materials Report****150.15.30****Prepare Structures Advance Planning Study****150.15.35****Perform Multimodal Review****150.15.40****Perform Hydraulic Review****150.15.45****Perform Traffic Capacity Analysis****150.15.50****Perform Traffic Studies****150.15.55****Develop Construction Estimates****150.15.60****Prepare Preliminary Transportation Management Plan (TMP)****150.20 Perform Preliminary Environmental Analysis**

This activity identifies the potential environmental impacts of each alternative, as well as potential mitigation costs. Costs developed in this activity will be used for programming purposes; consequently, the analysis should be of sufficient detail to identify all potential costs. For those projects where the initiation document is combined with the project report/environmental document (such as PSSRs and PSR/PR), this activity also includes those tasks required for the environmental document.

**End Product:**

Preliminary Environmental Analysis Report (PEAR). The PEAR provides the results of project specific preliminary environmental analyses performed by an interdisciplinary team of environmental and associated specialists. It contains a bottoms up determination of projected time and an estimate of resource needs associated with completing the environmental compliance tasks (WBS 165, 175, 180, 235) for a proposed project.

150.20.05	Perform Initial Noise Study
150.20.10	Perform Hazardous Waste Investigation (Initial Site Assessment (ISA))
150.20.15	Perform Landscape/Aesthetic Analysis
150.20.20	Perform Initial NEPA/404 Coordination
150.20.25	Perform Initial Biology Study
150.20.30	Perform Initial Records and Literature Search for Cultural Resources
150.20.40	Perform Initial Community Impact Analysis, Land Use and Growth Studies
150.20.45	Perform Initial Air Quality Study
150.20.50	Perform Initial Water Quality Studies
150.20.55	Perform Initial Floodplain Study
150.20.60	Prepare Preliminary Environmental Analysis
150.20.65	Perform Initial Paleontology Study
150.20.70	Perform Initial Native American Coordination

### **150.25 Prepare and Approve PID (PSR)**

This activity includes all tasks required to develop the PID text and exhibits, as well as the effort required to circulate, review and update the PID (includes appropriate “constructibility review” for project initiation component). This activity also includes development and approval of any required design exceptions and /or a FHWA access modification request. It also includes the development and approval of any supplemental PIDs.

#### **End Product:**

This activity is complete with the approval and distribution of the PID.

150.25.05	Prepare Draft PID
150.25.10	Prepare and Obtain Approval for Exception(s) to Design Standards
150.25.15	Prepare and Approve Access Modification Request
150.25.20	Circulate, Review & Approve PID
150.25.25	Prepare Storm Water Data Report

#### Quality Control/Quality Assurance:

All submittals (plans, calculations, report and associated documents) shall include evidence of quality control and quality assurance (QC/QA) reviews. The Consultant will be required to submit a QC/QA program to the ACCMA and Caltrans for review and approval. Major reviews and procedures shall be identified which are specific for this project.

#### Requests for Information(RFI's):

During the performance of required services, the consultant team may reach an impasse in progress on particular tasks, or the overall project, for a variety of reasons. At such times, it is incumbent upon the consultant team to immediately provide the ACCMA, in writing, an RFI stating the nature of the issue, alternative solutions and/or recommendations, schedule and budget impacts, and other pertinent data that will enable the ACCMA to review and respond to the RFI in a timely manner.

#### Project Progress Meetings and Reporting:

Project progress meetings and reporting will include meetings between Caltrans staff, ACCMA staff and the consultant to be held as often as deemed necessary as well as monthly reporting on work



accomplished in the previous month and the status of the project progress, project schedule, project budget and any modifications to the base construction cost estimate. Project Development Team (PDT) meetings with Caltrans and other project stakeholders will be held at approximately one-month intervals. Minutes of the all meetings will be prepared by the Consultant and furnished to attendees and concerned parties within five working days of the meeting.

### **3.0 CONCEPTUAL APPROVAL OF ALTERNATIVES FOR I-580/I-680 INTERCHANGE MODIFICATIONS**

#### **3.1 Background**

Congestion in the I-580 corridor is attributed to heavy commuter traffic during the weekday AM and PM commute hours. Congestion and delay are expected to increase along with continued growth projected for the region. Caltrans prepared a PSR for the I-580 corridor east of the interchange stating that in the year 2025, average daily traffic will increase by as much as 43%. The westbound AM peak traffic will increase by an average of 22% and the eastbound PM peak traffic will increase by an average of 95%.

In addition, I-580 is a main interregional corridor in the nine Bay Area counties. It is a transportation gateway serving the growing number of commuters choosing to live outside the region for lower housing prices or other quality of life reasons. The MTC travel projections show that in-commuting from outside the Bay Area will nearly double over the next 20 years. One of the largest increases will be coming from the Central Valley via Yolo and Sacramento counties and San Joaquin/Stanislaus/Merced counties. In addition, the I-580 Corridor is a major transportation gateway that handles the movement of goods and freight into and out of the region, as well as significant recreational travel, particularly on weekends and in the summer.

The interchange modifications at I-580/I-680 are expected to be a priority project identified by the Tri-Valley Implementation Plan for the Rte 84, I-580 and I-680 Corridors currently underway.

#### **3.2 Project Description**

The Interstate 580/680 Interchange Modifications Project will likely include project limits extending from Foothill I/C to Tassajara I/C on I-580 and from Bernal I/C to Alcosta I/C on I-680. The project proposes to evaluate direct connector structure(s) for two key commute movements:

- Westbound I-580 to Southbound I-680
- Northbound I-680 to Eastbound I-580

Additional modifications and improvements may include operational and roadway improvements.

### **3.3 Project Status**

Caltrans has recently started development of this project in the District 4 Advance Planning branch. It is the intent of the ACCMA and Caltrans to complete the PSR under the staff lead of Caltrans, supplemented by consultant services. To date, Caltrans has performed initial site reconnaissance and has developed one alternative for a mixed-flow connector structure from Eastbound I-580 (outside) to Southbound I-680 (outside).

Caltrans and the ACCMA are currently preparing a cooperative agreement for the completion of a Project Initiation Document (PID). Caltrans will provide project management and will be the document preparer responsible for the completion and approval of the PSR. The ACCMA will provide oversight of the development effort, and manage the consultant service contract.

Funding for the project will consist of a combination of federal, regional, and local funding. Initial phases will be funded by the Regional Measure 2 (RM2) program.

### **3.4 Project Schedule**

- |                                     |               |
|-------------------------------------|---------------|
| • Issue RFP for Consultant Services | August 2005   |
| • NTP to Selected Consultant Team   | October 2005  |
| • Begin field surveys               | November 2005 |
| • Begin APS development             | January 2006  |
| • Submittal of draft APS            | April 2006    |
| • Submit Draft PSR                  | June 2006     |
| • Submit Final PSR                  | July 2006     |
| • PSR Approval                      | August 2006   |

The project is on an accelerated schedule with the goal of completing and approving the PSR by August 2006. As part of the proposal, the consultant should include a schedule and implementation plan with identified resources necessary to meet the deadline.

## **4.0 PROPOSAL SUBMITTAL REQUIREMENTS**

Please prepare your proposal in accordance with the following requirements.

### **4.1 Proposal**

The proposal (excluding resumes and the transmittal letter) shall not exceed a total of the equivalent of 30 single-sided, 8.5" x 11" pages. Font size shall be at least 8 point. Resumes should be included in an appendix.

## **4.2 Transmittal Letter**

The proposal shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with ACCMA shall sign the cover letter.

Address the cover letter as follows:

Stefan Garcia, P.E.  
Principal Transportation Engineer  
Alameda County Congestion Management Agency  
1333 Broadway, Suite 220  
Oakland, CA 94612

## **4.3 Project Understanding**

This section should clearly convey a clear understanding of the nature of the work, including coordination with and approvals from ACCMA and any other affected agency.

## **4.4 Approach and Management Plan**

This section should provide the firm's/team's proposed approach and management plan for providing services. Include an organization chart showing the proposed relationships among consultant staff and ACCMA staff, as well as any other parties that may have a significant role in the delivery of this project. Proposals should separately address each stage of work.

## **4.5 Qualifications and Experience**

The proposal should provide the qualifications and experience of the consultant team that will be available for this project. Please emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of any key team member will not be permitted without prior consultation with, and approval of, the ACCMA.

## **4.6 Staffing Plan**

The proposal should provide a staffing plan (by quarter) with an estimate of the **total hours** (detailed by position) required to complete the scope of work included in Section 2 above, including a breakdown of the hours by task. Discuss the workload, both current and anticipated, for all key team members, and their capacity to perform the requested services according to your proposed schedule. Discuss the firm/team's approach for completing the services required for this project within budget, and to meet the completion deadlines.

#### **4.7 Work Plan and Schedule**

This section should include a description of how each task of the project will be conducted, identification of deliverables for each task and subtask, as well as an implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the firm/team's approach for completing the project (as well as providing other design support services that may be requested for this project).

The schedule or schedules should support the preliminary schedule discussed in Section 3.4 above.

#### **4.8 Additional Relevant Information**

Provide additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).

#### **4.9 References**

For each key team member, provide at least three references (names and current phone numbers) from recent work (previous three years) similar or relevant to this project. Include a brief description of each project associated with the reference, and the role of the respective team member.

#### **4.10 Submittal of Proposals**

Ten (10) copies of your proposal are due at the ACCMA offices no later than the time and date specified in Section 6.0 below. Envelopes or packages containing the proposals should be clearly marked, "**Proposals Enclosed.**"

### **5.0 SELECTION OF CONSULTANT**

The overall process will be to evaluate the technical components of all the proposals completely and independently. The proposals will be evaluated based on the following criteria:

1. Qualifications and specific experience of key team members.
2. Project understanding and approach, including an understanding of ACCMA, Caltrans and other agency review, approval and coordination processes.
3. Experience with similar types of projects.
4. Satisfaction of previous clients.
5. Schedule and capacity to provide qualified personnel.

Two or more of the firms/teams may be invited for interviews. The project manager and key team members should attend the interview. The evaluation/interview panel may include representatives from ACCMA, Caltrans, and other agencies, but the specific composition of the panel will not be

revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

Once the top firm/team has been determined, ACCMA staff will start contract negotiations with firm/team. If contract negotiations are not successful, the second ranked firm/team may be asked to negotiate a contract with ACCMA, and so on. Provided negotiations are proceeding well, ACCMA may elect to initiate a portion of the work scope with a Notice to Proceed (NTP), prior to execution of the contract.

## **6.0 SELECTION PROCESS DATES**

<i>Date</i>	<i>Time</i>	<i>Activity</i>
<b>August 23, 2005</b>	1:00 PM	Pre-proposal meeting at ACCMA.
<b>September 13, 2005</b>	3:00 PM	Proposals due at:  Alameda County Congestion Management Agency 1333 Broadway, Suite 220 Oakland, CA 94612  <i>Late submittals will not be accepted. Faxed or E-mailed submittals will not be accepted.</i>
<b>September 26, 2005</b>		Tentative notification date to short-listed firms of interview date/time.
<b>October 12, 2005</b>	9:00 AM – 4:00 PM	Tentative date for consultant selection interviews.

If you have any questions regarding this RFP, please contact:

Stefan Garcia, P.E.  
Principal Transportation Engineer, ACCMA  
Phone (510) 836-2560  
Fax (510) 836-2185  
sgarcia@accma.ca.gov

## **7.0 GENERAL CONDITIONS**

### **A. Limitations**

This RFP does not commit the ACCMA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

**B. Rejection of Proposals**

The ACCMA reserves the right to reject any or all proposals.

**C. Award**

All finalists may be required to participate in negotiations and to submit such price; technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical viewpoint.

**D. Work Scope Modifications**

The ACCMA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

**E. Contract**

A sample contract is shown in Attachment A. It is expected that the terms of the contract will be acceptable to the consultant.

**F. Non - Discrimination**

Contractors shall not discriminate on the basis of race, color, national origin, sex, or physical disability in the performance of ACCMA contracts.

**G. Levine Act**

Selected consultants will be required to disclose on the record any contribution of more than \$250.00 which they have made to an ACCMA Board member within the twelve-month period preceding the submittal deadline of this RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution which needs to be disclosed you must provide written notice of the date, amount and receipt of the contribution(s) to ACCMA's Executive Director, Dennis Fay. This information will need to be provided before the ACCMA can approve any contract.

**H. SBE Policy**

CMA has adopted a small business enterprise ("SBE") Policy, pursuant to which the CMA encourages all Prime Contractors to utilize qualified SBE subcontractors on CMA projects, CMA promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, CMA seeks the utilization of qualified SBEs when such SBEs are available, and requires all contractors to report on SBE usage during the term of each contract.

For purposes of CMA's SBE Policy, an SBE shall be a "small business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the CMA's SBE Policy conflicts with any federal, State or other funding source's programs, policies, regulations or requirements, CMA shall make the SBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law. CMA's SBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

## **8.0 ATTACHMENTS**

The following documentation is attached:

### **8.1 Attachment A – Sample Contract**

### **8.2 Attachment B – List of Firms That Received This RFP**

## **8.1 Attachment A – Sample Contract**



**Note** – this introductory paragraph and each instance of bracketed text [like this] throughout this document should be reviewed prior to distribution to CMA Counsel and/or the Consultant. Each bracket represents a location where a choice needs to be made. (i) Irrelevant text and surrounding brackets should be deleted; (ii) placeholder text and surrounding brackets should be replaced with real language, and (iii) brackets surrounding relevant material should be deleted without affecting the text.

**AGREEMENT**

between the

**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**

and

**Comment [NP1]:** Note! This document contains numerous automatic cross-references. Please consult WP for assistance in utilizing this Word feature.

**Comment [NP2]:** Note! Please use the SMALL CAPS format for defined terms such as CONSULTANT, PROJECT and AGREEMENT.

This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency (“CMA”) and \_\_\_\_\_, [a \_\_\_\_\_ (state) \_\_\_\_\_ corporation] [a \_\_\_\_\_ (state) \_\_\_\_\_ partnership] [a \_\_\_\_\_ (state) \_\_\_\_\_ limited liability company] [a sole proprietorship], with a place of business at \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_, CA (“CONSULTANT”).

**RECITALS**

WHEREAS, CMA has defined and developed the \_\_\_\_\_

\_\_\_\_\_ [describe project] (“PROJECT”);

WHEREAS, CMA desires to secure [professional services / describe] necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the

payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

## **ARTICLE I**

### **A. GENERAL.**

**1. The PROJECT.** The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, "Detailed Scope of Work," attached hereto and by this reference incorporated herein.

**2. Scope of Services.** Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, "Project Cost Proposal," attached hereto and by this reference incorporated herein.

**3. Term.** The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

### **4. Compensation.**

**a.** Compensation by CMA to CONSULTANT will be on the cost basis set forth in **Appendix D**.

**b.** Total compensation for services to be performed under this AGREEMENT will not exceed \$ \_\_\_\_\_, including Direct Expenses but excluding taxes, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

**c.** The aggregate amount was computed based on **Appendices A and D**.

**5. CMA's Representative.** CMA hereby designates its Executive Director to be its representative in administering all matters relative to the AGREEMENT. CMA's Representative may delegate authority for specific matters to other staff members or other consultants.

**6. CONSULTANT's Representative.** CONSULTANT hereby designates \_\_\_\_\_ to represent CONSULTANT with full authority under the AGREEMENT.

**7. CONSULTANT's Identity and Personnel.** \_\_\_\_\_ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B**, "Key Project Personnel," attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

**8. Preliminary Review of Work.** Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

**9. Appearance at Hearings.** If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

**10. Responsibility of CONSULTANT.** CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

**11. Inspection of Work.** It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

**12. Suspension, Delay or Interruption of Work.** CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

**13. No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

**14. Legal Action.** All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

**15. Survival of Indemnities.** Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence

over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

**16. Jurisdiction.** The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

**17. Severability and Survival.** If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**18. Arbitration.** All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator or in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the

arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

**19. Attorneys' Fees.** Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

**20. Final Acceptance.** When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

**21. Subcontracts.** Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

**22. Completion of Services.** The services described in the Scope of Work shall be completed on or before \_\_\_\_\_, unless such date is extended by mutual agreement of the parties.

## **B. TERMINATION/CANCELLATION.**

**1. For Convenience.** CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and

other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

**2. For Cause.** If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

**3. Damages/Compensation.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

**4. Adjustments.** If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

**5. Rights and Remedies.** The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

**6. Waivers.** CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

## **C. REVISIONS IN SCOPE OF SERVICES.**

**1. Change Order.** CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

**2. Extra Work.** At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

## **D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.**

**1. Documents.** Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

**2. Confidentiality.** All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT



by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

**E. CONSULTANT STATUS/SUBCONSULTANTS.**

**1. Consultant.** In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

**2. Assignment or Transfer.** Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

**F. INDEMNIFICATION.**

**1. Duties.** CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

**2. Responsibilities.** CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA

is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

## **G. INSURANCE.**

**1. Comprehensive Liability.** CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient cover not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$250,000.00 per person and \$500,000.00 per occurrence for property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.
- b.** Blanket contractual liability on all written contracts, including this AGREEMENT.
- c.** Personal injury (in lieu of, or in addition to, bodily injury).
- d.** Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

**2. Errors and Omissions.** In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

**a.** A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

**b.** Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

**c.** Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

**3. Worker's Compensation.** CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

**4. Certificates.** Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

## **H. PROHIBITED INTEREST.**

**1. Solicitation.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit

or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

**2. Conflict of Interest.** CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

**3. Conflict of Employment.** Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

## **I. AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.**

**1.** In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. To the extent applicable, CONSULTANT will comply with CMA's Disadvantaged Business Enterprise (DBE) Program.

**J. NOTIFICATION.**

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

\_\_\_\_\_

ATTN: (name)  
(address)  
(city), CA (zip)

CMA:

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

ATTN: Dennis Fay  
Executive Director  
1333 Broadway, Suite 220  
Oakland, CA 94612-1918

**K. AUDIT OF BOOKS AND RECORDS.**

CONSULTANT shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to any such expense or disbursement charged by CONSULTANT.

The records described in this Section shall be retained by CONSULTANT and made available for inspection by CMA for a period of three (3) years after this AGREEMENT is terminated, or the date of the final payment, whichever is later. The audit to determine final compensation will be accomplished by CMA within one year after completion of the PROJECT.

**L. ENTIRE AGREEMENT.**

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

## **ARTICLE II - SCHEDULE**

### **A. SCHEDULE OF WORK.**

CONSULTANT shall conform with the schedule set forth in **Appendix C**, "Milestone Schedule," attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT's control.

### **B. REPORTING.**

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT's monthly billings. CMA agrees to respond to CONSULTANT's draft report submissions in accordance with the Schedule of Work.

### **C. DELAY.**

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the "Milestone Schedule", to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT's services be delayed by any mutually agreed upon excusable cause, CONSULTANT's schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

### **D. NOTICE OF POTENTIAL DELAY.**

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might,

under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

### **ARTICLE III – COMPENSATION/PAYMENT**

#### **A. INVOICES AND TIME OF PAYMENT.**

1. For all services described in **Article I** and **Appendix A**, payment is due within thirty (30) days after receipt of billing of the amount due for all services rendered during the month, except as otherwise provided in this **Section A**. Payment for service will represent the value of the completed scope of work as measured by expended costs to date.

2. CMA shall withhold ten percent (10%) of each progress payment referred to in **paragraph 1** above. *[Delete this paragraph if not applicable to this contract]*

3. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis, CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. The format of payment invoices shall be as mutually agreed upon by CONSULTANT and CMA.

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to CMA and request final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the

amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 3** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

**8.** CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines are subject to repayment by CONSULTANT to CMA.

**9.** CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

**10.** If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of **paragraphs 8 and 9** above shall apply to said subconsultant.

## **B. SUSPENSION OF WORK.**

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

## **ARTICLE IV - OBLIGATIONS OF CONSULTANT**

### **A. AUTHORIZATION TO PROCEED.**

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.



## **ARTICLE V – OBLIGATIONS OF CMA**

### **A. CMA-FURNISHED DATA.**

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, [maps, surveys, borings,] and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

### **B. ACCESS TO FACILITIES.**

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.

### **C. TIMELY REVIEW.**

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

### **D. PROMPT NOTICE.**

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

## **ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES**

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

**Appendix A:** DETAILED SCOPE OF WORK

**Appendix B:** CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT  
PERSONNEL

**Appendix C:** MILESTONE SCHEDULE

**Appendix D:** PROJECT COST PROPOSAL

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

**CONSULTANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CMA:**

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

By: \_\_\_\_\_  
Dennis Fay, Executive Director

Date: \_\_\_\_\_

Recommended For Approval

By: \_\_\_\_\_  
Name / Title

Approved as to form and legality:

\_\_\_\_\_  
Wendel, Rosen, Black & Dean LLP  
Legal Counsel to CMA

**APPENDIX A**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**DETAILED SCOPE OF WORK**

**APPENDIX B**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**CONSULTANT AND SUBCONSULTANT**  
**FIRMS KEY PROJECT PERSONNEL**

**APPENDIX C**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**MILESTONE SCHEDULE**

**APPENDIX D**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**PROJECT COST PROPOSAL**

## **8.2 Attachment B – List of Firms That Received This RFP**

Company	Address Line 1	Address Line 2	City	State	Zip	First Name	Last Name	Title	E-mail	Phone
3J Construction Company	36136 Perkins Street		Fremont	CA	94536	James K.	Oh	Owner		510-797-1512
Abrams Associates	2815 Mitchell Drive, Suite 100		Walnut Creek	CA	94598	Charles M.	Abrams	Principal		
Ackland International, Inc.	333 Hegenberger Road, Suite 511		Oakland	CA	94621	Ekundayo	Sowunmi		acklandint@aol.com	510-633-1797
Acumen						Walter	Allen			510-530-2912
AEC Leads/Savage Cyber Search	9335 Columbine Ave		California City	CA	93505	Sonia	Savage	Owner	aec@aecleads.com	760-373-8852
Albert Y. Seto Corp.	1555 Yosemite Avenue, #48		San Francisco	CA	94124	Albert Y.	Seto		Aseto@prodigy.net	415-822-6908
Alpha Construction & Eng.	45665 Willow Pond Plz.		Sterling	VA		Jeffery W.	Lindsey		www.alphacorporation.com	703-450-0043
AMC Consulting Engineers	360 22nd Street, Suite 688		Oakland	CA	94612	Ming-Chen	Yu		Amcy4@pacbell.net	510-663-1118
Anil Verma Associates Inc.	444 So. Flower Street, Suite 1688		Los Angeles	CA	90071	Anil	Verma	President	anilverma@earthlink.net	213-624-6908
ANSE Consulting Structural Engineers	1624 Franklin Street, Suite 1200		Oakland	CA	94612	Anand	Nene		anandnene@aol.com	510-893-3464
Aquifer Sciences, Inc.	3680 A Mt. Diablo Blvd.		Lafayette	CA	94549	R.A.	Sterbentz			925-283-9098
ARUP (Ove Arup and Partners California, Ltd)	901 Market Street, Suite 260		San Francisco	CA	94103	Sara	Paul	Business Development Group L	sarapaul@arup.com	415-946-0262
Avacon Corporation	1300 South Valley Vista		Diamond Bar	CA	91765	David H.	Kim			909-861-3844
Awad & Barjoud	22 Wawona Street		San Francisco	CA	94127	Nahla	Awad		awadbarjoud@msn.com	415-661-6486
AXIS Consulting Engineers	1116 Heavenly Dr		Martinez	CA	94553	Stefan	Garcia	Principal	axis-consulting@pacbell.net	925-323-6798
BAPM Group						George	Homolka			510-663-2338
Bay Cities Paving & Grading	5029 Forni Drive		Concord	CA	94520	Ben L.	Rodriguez		stvcavd@aol.com	925-687-6666
Beyaz & Patel, Inc.	800 South Broadway, Ste. 200		Walnut Creek	CA	94596	George K.	Lo		general@beyazpatel.com	925-934-0707
Biggs Cardosa Associates	1871 The Alameda, Suite 200		San Jose	CA	95126	David	Vallejos		dvallejos@biggscardosa.com	408-296-5515
Brady Associates	1940 The Alameda, Suite 200		Berkeley	CA	94710	Kathy	Brown			
BSK & Associates	1181 Quarry Lane, Bldg. 300		Pleasanton	CA	94566	Elizabeth	Fadda			
BSK Associates	567 W. Shaw Ave. Suite B		Fresno	CA	93704	Monica	Van Natta	Corporate Marketing Coordinat	mvannatta@bskinc.com	559-497-2880
Cabellon Associates	153 Kearny Street, Ste. 330		San Francisco	CA	94108	Jesse	Cabellon			415-986-1970
CALTROP Corporation	2200 Powell Street, Suite 1125		Emeryville	CA	94608	Jeff	Shaw	Senior Project Manager	jshaw@caltrop.com	510-601-1700
Cambridge Systematics, Inc.	1300 Clay Street, Suite 1010		Oakland	CA	94612	Steve	Pickrell			
Carl Chan	1417 Lake Chabot Road		San Leandro	CA	94577	Carl	Chan	Owner		510-352-6123
Carona Engineers, Inc.	560 14th Street		Oakland	CA	94612	Debo	Sodipo		debs@carona.com	510-444-8311
Catalino B. Cecilio, P.E., P.H.	2009 Carigan Way		San Jose	CA		Catalino B.	Cecilio		cat@cecilio-consulting.com	650-355-9409
CCS						Francis	Lo			510-267-1800
CCS Planning & Engineering	1440 Broadway, Suite 402		Oakland	CA	94612	Melania	Ciaponni			
Centennial Civil Engineers, Inc.	5000 Hopyard Road, Suite 100		Pleasanton	CA	94588	David R.	Butzier			
CGR Management Consultants	407 Scenic Avenue		Piedmont	CA	94611	Thomas E.	Brightbill	Principal		510-654-2738
CH2M Hill	155 Grand Avenue, Suite 1000		Oakland	CA	94612	Rodney	Pimentel	Senior Project Manager	rpimente@ch2m.com	510-251-2888
Chaudhary & Associates, Inc.	3272 Villa Lane		Napa	CA	94558	Kallash C.	Chaudhary			
Chow Engineering, Inc.	7770 Pardee Lane	Suite 100	Oakland	CA	94621	Michael	Smookler		msmookler@choweng.com	510-636-8500
Cordoba Consulting Inc.	5368 Laurel Drive		Concord	CA	94521	Eric	Cordoba	President	eric@cordobaconsulting.com	925-671-5458
CTJ Corporation	1326 West Winton Avenue		Hayward	CA	94545	Jai C.T.	Jai		ctj@bizchina.com	510-782-4285
Culver Group	6580 Regional Street, Suite 210		Dublin	CA	94568	Ramsey	Hissen		rhissen@culvergroup.com	925-556-6252
D.M.T. Way Associates						Douglas	Way	Owner		415-495-0515
Design Engineers Group	2175 The Alameda, Suite 100		San Jose	CA	95126	Sellathamby	Deen			408-345-3860
Diaz Yourman & Associates	17421 Irvine Blvd.		Tustin	CA	92780	Gerald	Diaz		jerry@diazyourman.com	714-838-8565
DKI Group Engineers, Inc.	9 Turnberry Lane		Clifton Park	NY	12065	D. K.	Gupta	Owner	DK1123@aol.com	518-373-8999
DKS Associates	1956 Webster St. Ste 300		Oakland	CA	94610	Rich	Sauve	President	rts@dksassociates.com	510-763-2061
DMJM + Harris	1330 Broadway, Suite 1001		Oakland	CA	94612	David	Mazzo	Vice President	david.mazzo@dmjmharris.com	510-645-4490
Dowling Associates	180 Grand Avenue, Suite 995		Oakland	CA	94612	Richard	Dowling			
Dyett Bhatia Urban Regional Planners	70 Zoe Street		San Francisco	CA	94107	Michael	Dyett			
E. C. Jiu Associates, Inc.	360 22nd Street, Suite 488		Oakland	CA	94612	Edward	Jiu			510-272-9597
E2 Consulting Engineers, Inc.	1900 Powell Street, Suite 250		Emeryville	CA	94608	Hersh	Saluja			510-652-5604
EAR Management, Inc.	2175 Sampson Avenue, Ste. 118		Corona	CA	92879	Ravindra	Pendurthi	Owner		909-735-5575
Earth Mechanics, Inc.	17660 Newhope St., Suite E		Fountain Valley	CA	92708	Lino	Cheang		Bcheang@earthmech.com	714-751-3826
Earthquake & Structures, Inc.	6355 Telegraph Avenue, Suite 101		Oakland	CA	94609	Bishwendu	Paul		esiengineers.com	510-601-1065
EDAW	753 Davis Street		San Francisco	CA	94111	Nick	Haskell			
EIP Associates	601 Montgomery Street, Suite 500		San Francisco	CA	94111	Nancy	Clark			
EnviroCom	13807 Bancroft Avenue		San Leandr	CA	94578	Surlene	Grant			
Environmental Science Associates	225 Bush Street, Suite 1700		San Francisco	CA	94109	Marty	Bell			
EPC Consultants, Inc.	655 Davis Street		San Francisco	CA	94111	Olivia	Austria			
Faria Consultant Eng.						Ron	Faria			510-887-0917
Fehr and Peers Associates	3685 Mt. Diablo Blvd., Suite 200		Lafayette	CA	94549	Sompol	Chatusripitak		schatusripitak@fehrandpeers.com	916-773-1900
Fraser Engineering, Inc.	2191 El Camino Real		Oceanside	CA	92054	H. William	Edwards			619-722-3495
Gannett Fleming, Inc.	591 Redwood Highway	Suite 5220	Mill Valley	CA	94941	Tula	Gourdin	Business Development	htgourdin@gfnet.com	415-384-0822
Gannett Flemming						Maurice	Palumbo			
Gardner Consulting Planners	811 Wilshire Blvd., 18th Floor		Los Angeles	CA	90017	Julie	Rose			213-833-5190
Gardner Systems	1355 Willow Way, Suite 110		Concord	CA	94520	Craig	Gardner			
Geocon Consultants, Inc.	5673 W. Las Positas Blvd., Suite 205		Pleasanton	CA	94588	Eric	Swenson	Geotechnical Services Manager		
Geotechnical Consultants, Inc.						Joseph M.	Gonzalez			415-777-4870
Geotecnia	1624 Armstrong Court		Concord	CA	94521	Luis E.	Moura		luis@geotecnia.com	925-686-6556
Ghirardelli Associates	1970 Broadway, Suite 920		Oakland	CA	94612	Raewyn	Butcher		raewyn@ghirardelliassoc.com	510-451-4180
Ghirardelli Associates	1970 Broadway Ave., Suite 920		Oakland	CA	94612	Alice	Ghirardelli	President	alice@ghirardelliassoc.com	510-451-4180
GSC Structural Engineering	3915 Oakmore Rd.		Oakland	CA	94602	Gail	Cedillos			510-530-1284
Gutierrez Construction	2600 E. 16th Street		Oakland	CA	94601	Jose	Gutierrez		jcgjosedesign@yahoo.com	510-536-2555
Hannaford Consulting, Inc.	2646 18th Avenue		San Francisco	CA	94116	Margaret	Hannaford			415-664-9117
Harza Engineering Company	425 Rowland Way		Oakland	CA	94621	Mimi	Gilliam			



Hexagon Transportation Consultants, Inc.	40 South Market Street, Suite 315		San Jose	CA	94107	At van der	Hout			
HNTB	1330 Broadway, Suite 1630		Oakland	CA	94612	Douglas M.	McCants			
HQE	2116 North Main Street, Suite K		Walnut Creek	CA	94596	Diane	Dalesio			
Huatch Engineering						Lo-Ching	Hua			510-232-6789
Imbsen & Associates	9912 Business Park Drive, Suite 130		Sacramento	CA	95827	Kris	Trenary	Marketing Assistant		916-366-0632
Inspection Services, Inc.	Pier 26, The Embarcadero		San Francisco	CA	94105	Maxine	Young			415-243-3265
Integral Strategies, Inc.	2300 Sanite Clare Plaza		Pittsburgh	PA		Girish G.	Godbole			412-941-3200
Int'l Civil Eng. Consultants (ICECI)	1995 University Avenue, Ste. 119		Berkeley	CA	94704	Wen S.	Teng		cec@icec.com	510-841-7328
J.P. Singh & Associates	23 Red Arrow Court		Richmond	CA	94803	J.P.	Singh			510-669-1400
JD Wolfe Engineering Consultants	4229 Northgate Blvd., Suite 6B		Sacramento	CA	95834	Joyce	Wolfe			916-641-9600
JMEC Engineering, Inc.	2975 Treat Blvd., Suite B2		Concord	CA	94518	Esmond	Chan	President	JMEC@mindspring.com	925-969-1082
John T. Warren & Associates	1404 Franklin Street, 4th Floor		Oakland	CA	94612	Lucille	Aquino		laquino@jtwarren.net	
Jones & Stokes	265 Grand Avenue		Oakland	CA	94610	Austin	McInerny			
JTS Engineering Consultants	1808 "J" Street		Sacramento	CA	95814	Javed T.	Siddiqui	Owner	jtsengineer@aol.com	916-441-6708
Kimley-Horn & Associates	555 12th Street, Suite 1230		Oakland	CA	94607	Anush	Nejad		anush.nejad@kimley-horn.com	
Kleinfelder, Inc.	7133 Koll Center Parkway, Ste. #100		Pleasanton	CA	94566	Gladys	Cornell	Project Development Manager		
Korve Engineering	155 Grand Avenue, Suite 400		Oakland	CA	94612	Anna	Balatsos	Marketing Manager	abalatsos@korve.com	510-763-2929
KPA						Michael	Shanus			510-271-6700
L.D. Strobel Co., Inc.	P.O. Box 228		Concord	CA	94522	Larry D.	Strobel			925-686-3241
Lamphier & Associates	1944 Embarcadero		Oakland	CA	94606	Loretta	Meyer			
Lewis Engineering						Sangeeta P.	Lewis		Lewiseng@msn.com	415-457-7327
Linda Shultz Associates	43650 Osgood Rd.		Fremont	CA	94539	Linda	Shultz			415-490-2599
Luk and Associates	399 Taylor Boulevard, Suite 288		Pleasant Hill	CA	94523	Tai Chi (Geor	Luk	Owner	admin@lukassociates.com	925-363-1981
M. Lee Corporation	3075 Citrus Circle, Suite 200		Walnut Creek	CA	94598	Martin	Lee		mlee@mlcecorp.com	925-938-4567
Manna Consultants, Inc.	220 Montgomery St., Suite 438		San Francisco	CA	94104	A. T.	Le		atle@mannabuild.com	415-403-0200
Mariscal & Associates, Inc.	5515 Doyle Street, Suite 5		Emeryville	CA	94608	Francisco	Mariscal		f-mariscal@mariscalassociates.com	510-420-0384
Mark Thomas & Co. Inc.	6920 Koll Center Parkway, Suite 219		Pleasanton	CA	94566	Jimmy W.	Sims	Associate	jsims@fr.mthomas.com	925-417-8000
Mendoza & Associates	505 Beach Street, Ste. 205		San Francisco	CA	94133	Richard J.	Mendoza			415-346-6092
MGE Engineering	7311 Greenhaven Drive, Suite 256		Sacramento	CA	95831	H. Fred	Huang			916-421-1000
MicroSearch Environmental Corp.						Carl	Hackney		MSEgroup@pacbell.net	510-383-9600
Middlebrook & Louie, Inc.	71 Stevenson Street, Suite 2100		San Francisco	CA	94105	Wendy	Busto-Castillo			415-974-3680
Ming Yang Yeh & Associates, Inc.	131 West Green Street		Pasadena	CA	91105	Ming Yang	Yeh	Owner		626-449-9886
Moffatt & Nichol	160 Franklin Street	Suite 300	Oakland	CA	94607	Bruce	Zaeni	Director of Transportation	bzaeni@moffattnichol.com	925-944-5411
Moffatt & Nichol Engineers	160 Franklin Street, Suite 300		Oakland	CA	94607	Stan	Burns			
muller consulting	11111 cma ave		oakland	CA	94612	Christina	Muller	Admin Mgr	vintee1@netzero.com	510-836-2560
Multech Engineering Consultants, Inc.	1650 Zanker Road, Ste. 210		San Jose	CA	95112	Wen-Chiang	Wang			408-436-0754
Mundie & Associates	3452 Sacramento Street		San Francisco	CA	94118	Roberta	Mundie			
Municon Consultants	1300 22nd Street, Ste. A		San Francisco	CA	94107	Lois A.	Valeskie		Lois@MUNICON.net	415-641-2570
Nanak Engineers	P.O. Box 30986		Walnut Creek	CA	94598	Rupinder	Singh		nanakengineers@home.com	925-361-8469
Nelson/Nygaard	833 Market Street, Suite 900		San Francisco	CA	94103	Bonnie	Nelson			
Nolte & Associates	2950 Buskirk Avenue, Suite 225		Walnut Creek	CA	94596	Trudy	Presser			
Nordhav, Inc.	5900 Hollis Street, Ste. D		Emeryville	CA	94608	Yane	Nordhav		main@baseline-env.com	510-420-8686
Oak Engineering	915 Ralston Ave., Ste. B		Belmont	CA	94002	Anca Strassm	Kustu			650-595-4199
Oakland Corps of Engineers & Scientists	360 22nd Street, Suite 688		Oakland	CA	94612	Ronald	Brown		ronbrown94621@yahoo.com	510-663-9390
Ocampo-Esta Corporation	1419 Tennessee Street		Vallejo	CA	94590	Oscar S.L.	Ocampo			707-643-8072
Odell Robertson Consulting	326 Pala Avenue		Piedmont	CA	94611	Malanie S.	Odell			510-601-8229
OGISO Environmental	150 W. Iowa Avenue, Ste. 200		Sunnyvale	CA	94086	Clement Igha	Okoh	Owner		408-245-9801
OLMM Consulting Engineers						Dennis	Oh			415-822-9449
OPAC Consulting Engineers, Inc.	315 Bay Street, 2nd Floor		San Francisco	CA	94133	Kwong M.	Cheng		kwong-cheng@opac.org	415-989-4551
Paragon Global	405-14th St, Suite 161		Oakland	CA	94612	Marilyn	Ababio	VP	mababio@aol.com	510-839-2095
Paragon Transportation Services, Inc.	4849 East 12th Street		Oakland	CA	94601	Therese C	Masson			
Parikh Consultants, Inc.	481 Valley Way, Bldg. 1		Milpitas	CA	95035	Gary	Parikh			408-945-1011
Parsons Brinckerhoff Construction Services	3260 Lone Tree Way, Suite 104		Antioch	CA	94509	Bart	Littell	Senior Project Manager	blittell@pacbell.net	925-756-2382
Parsons Brinckerhoff, Inc.	303 Second Street, Suite 700 North		San Francisco	CA	94107	Jim	Bourgart			
Parsons DeLeuw, Inc.	120 Howard Street, #850		San Francisco	CA	94105	Chris	Clark			
Pavao Electric	1337 Fernside Blvd		Alameda	CA	94501	Tom	Pavao			510-521-1416
PB Farradyne	303 Second Street, Suite 700 North		San Francisco	CA	94107	Jaclyn	Landsman			
PDM Group	1333 Broadway		Oakland	CA	94612	Martin	Lanner		projectmonitoring@accma.ca.gov	415-923-1288
Pegasus Engineering	726 23rd Avenue		San Francisco	CA	94121	Ruth V.	Gordan			415-668-3708
Pittman & Associates	1375 Sutter Street, Suite 108		San Francisco	CA	94109	Donna	Pittman			
Rajappan-Meyer Consulting Engineers, Inc.	1038 Leigh Avenue, Suite 100		San Jose	CA	95126	Keith	Meyer			408-280-2772
Robert Y. Chew Geotechnical, Inc.	26062 Eden Landing Road, Suite 7		Hayward	CA	94545	Robert Y.	Chew		rycgl@ix.netcom.com	510-783-1881
Robinson & Associates	4834 Mary Jane Way		San Jose	CA	95124	Christina M	Robinson			408-723-7311
Rodrigues & Son Painting	1298 Lynn Way		Sunnyvale	CA	94087	Thomas J.	Rodrigues	Owner		408-732-0354
Santina & Thompson, Inc.	1355 Willow Way Suite 280		Concord	CA	94520	Paul	Hardy			925-827-3200
Smith Engineering & Management	5311 Lowry Road		Union City	CA	94587	Daniel	Smith			
SOHA Engineers	550 Kearny Street, Suite 200		San Francisco	CA	94108	Stephen	Lau		slau@soha.com	415-989-9900
SPS Engineers	436 14th Street, Suite 1029		Oakland	CA	94612	Satinder	Singh		spsingh@pacbell.net	510-465-3977
Structus, Inc.	1067 Market Street, #2000		San Francisco	CA	94103	Fu-Lien ( Her	Chang		henry@structusinc.com	415-371-1235
Sverdrup Civil, Inc.	1340 Treat Blvd., Suite 208		Walnut Creek	CA	94596	Carrie	Cluff	Marketing Manager		
T.Y. Lin International   CCS	1440 Broadway, Suite 402		Oakland	CA	94612	Melania	Clapponi	Marketing Manager	mciapponi@tylin.com	510-267-1800
Technical Data Corporation	5108 Christie Avenue, Suite 275		Emeryville	CA		Doug	Crosby	Owner		510-652-8851
Tectonics	1500 Park Avenue		Emeryville	CA	94608	Andrew C.	Chen		sfo@tectonics-ae.com	510-740-2400

Telamon Engineering Consultant	445 Grant Avenue, Suite 600		San Francisco	CA	94108	Mennor	Chan		telamon@value.net	415-837-1336
The Crosby Group	726 Main Street		Redwood City	CA	94063	Patrick	Crosby		info@crosbygroup.com	650-367-8100
The Duffey Company	414 Jackson Street, Suite 404		San Francisco	CA	94111	Rebecca	Kohlstrand			
The Hoyt Company	660 J St. #444		Sacramento	CA	95814	kieu	nguyen		kieu@thehoytco.com	916-448-2440
Thomas C. Jee & Associates, Inc.	582 Market Street, Suite 516		San Francisco	CA	94104	Thomas C.	Jee		tjaeng@aol.com	415-391-2462
Thomson Transportation Engineering, Inc.	2969 Johnson Ave.		Alameda	CA	94501	Eugenie	Thomson			
TJKM Transportation	5960 Inglewood Drive, Suite 100		Pleasanton	CA	94588	Chris D.	Kinzel			925-463-0611
Towill Incorporated	5099 Commercial Circle, Suite 100		Concord	CA	94520	Joel	Garcia		joel.garcia@towill.com	925-682-6976
Uribe & Associates						Adam J.	Wise			
URS Corporation	500 12th Street, Suite 200		Oakland	CA	94607	Mike	Spinrad	Marketing Coordinator	michael_spinrad@urscorp.com	510-893-3600
URS Corporation	55 South Market Street	Suite 1500	San Jose	CA	95113	Nayan	Amin	Project Manager	nayan_amin@urscorp.com	408-297-9585
URS Corporation	1333 Broadway, Suite 800		Oakland	CA	94612	Amy	Keeley	GIS Group Manager	amy_keeley@urscorp.com	510-874-3259
V & A Consulting Engineers	1999 Harrison Street, Ste. 975		Oakland	CA	94612	Jose L.	Villalobos	Owner	jlv@vaengr.com	510-446-1989
Vanir	980 Ninth Street, Suite 900		Sacramento	CA	95814	Javad	Mirsaidi			650-691-5410
VP Engineering	1430 Woodland Forest Lane		Stone Mountain	GA	30083	Vasant	Patil	Owner		404-296-2744
W. Koo & Assoc., Structural Engineers	600 City Parkway West, Suite 310		Orange	CA	92868	Wei	Koo		wkoo@wkoo.com	714-456-0280
W. Koo & Associates	2025 Gateway Place, Suite 357		San Jose	CA	95110	Kuan	Go		kgo@wkoo.com	408-452-0969
Washington Infrastructure Services, Inc.	2633 Camino Ramon, Suite 450		San Ramon	CA	94583	James	Lundell	Vice President	jim.lundell@wgint.com	925-824-4421
Wendy Lopez & Associates	1825 Market Center Blvd.		Dallas	TX	75027	Wendy A.	Lopez			214-741-7777
Wilbur Smith & Associates, Inc.	1145 Market Street, 10th Floor		San Francisco	CA	94103	Bill	Hurrell			
Willdan Associates	609 Gregory Lane, Suite 200		Pleasant Hills	CA	94523	Scott	Alman	Civil Engineer I		510-256-7601
Wilson, Ihrig & Associates, Inc.	5776 Broadway		Oakland	CA	94618	Kash	Gill	Marketing Manager	kgill@wial.com	510-658-6719